

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO 64141-6205

EFFECTIVE: August 17, 2001

ANNOUNCEMENT VO8

PURCHASE OF VEGETABLE OIL PRODUCTS FOR USE IN EXPORT PROGRAMS



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VEGETABLE OIL PRODUCTS

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**ANNOUNCEMENT VO8
PURCHASE OF VEGETABLE OIL PRODUCTS
FOR USE IN EXPORT PROGRAMS**

1. GENERAL

A. Invitation for Offers

- (1) The Commodity Credit Corporation (CCC) will from time to time issue an invitation for offers under this announcement to sell vegetable oil or soybean oil products (hereinafter referred to as vegetable oil or product) to CCC for use in export programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

B. Terms and Conditions

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, this announcement, the Total Quality Systems Audit (TQSA) Supplier guidelines, the appendixes to this announcement, and the invitation.

C. Certifications, Representations, and Warranties

Appendix 1 to this announcement contains certifications, representations, and warranties that must be certified and submitted annually to CCC prior to or with an offer. In addition to an annual submission, offerors must submit an updated Appendix 1 as changes in the certifications, representations, and warranties submitted to CCC occur throughout the year.

D. Packaging and Marking Specifications

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

E. Commercial Item Description

Appendix 3 to this announcement is the Commercial Item Description (CID) for **SALAD OILS (VEGETABLE), A-A-20091B, dated April 21, 1997.** (See Type I vegetable and soybean oil.)

2. ELIGIBILITY OF OFFERORS

To be eligible to submit an offer under this announcement, the offeror must:

- A. Submit a completed "Solicitation Mailing List Application" (Standard Form 129) to the contracting officer prior to a first offer. Offeror must complete all portions of form SF-129, except Item 18, and include the following additional information for:
 - (1) Item 8. Identify all affiliates including any parent company. Provide full name and main office address. A "parent" company is one that owns or controls the activities and basic business policies of the bidder. An "affiliate" is defined on the back of the form.
 - (2) Item 10. Identify the commodities/products the offeror is interested in supplying.
 - (3) Items 19 and 20. Must be an officer of the company.
- B. Offerors must resubmit form SF-129 as necessary when the information requires updating.
- C. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. CCC may request a pre-award survey to be conducted by the Defense Contract Management Command for the purpose of evaluating the offeror's ability to perform the contract.
- D. Meet the definitions of a manufacturer or nonmanufacturer as defined below. **Brokers are ineligible to submit offers.**
 - (1) Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public, and will supply the end item of a small business manufacturer or processor made in the United States, or obtain a waiver of such requirement pursuant to 13 C.F.R. 121.406.
- E. Maintain a bona fide business office in the United States for the purpose of selling to CCC the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

- F. Meet the requirements of the Total Quality Systems Audit (TQSA) program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 70 points. The Total Quality Systems Audit Suppliers Guidelines setting forth TQSA requirements may be obtained at the Internet location www.fsa.usda.gov/daco/TQSA/tqsa.htm or by contacting:

TQSA Coordinator
USDA/FSA/PDD/Stop 0551
1400 Independence Avenue, SW
Washington, DC 20250-0551

Phone: 202-720-3774
Fax number: 202-690-1809

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted by using the Electronic Bid Entry System (EBES). **(The invitation will specify the Internet address to which offers, modifications, withdrawals of offers, and price adjustments are to be submitted).** Submission of the above by any means other than EBES will be determined nonresponsive.
- (2) CCC will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including but not limited to the following:
 - (a) Any failure of the offeror's computer hardware or software.
 - (b) Availability of your Internet service provider.
 - (c) Delay in transmission due to the speed of your modem.
 - (d) Delay in transmission due to excessive volume of Internet traffic.
- (3) Product Conformance Certification - By submitting an offer, the bidder certifies that the product to be delivered conforms in all respects with the contract requirements, specifications, standards and quality assurance practices as stated in applicable announcement. The government reserves the right to require proof of such conformance.

B. Where and When to Submit Offers

- (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted to the Kansas City Commodity Office (KCCO), EBES web page and received by the date and local time specified in the invitation for receipt of offers. In the event such date falls on a business day when KCCO is officially closed, offers must be received by the specified time on the next succeeding business day.
- (2) The time of receipt will be determined and recorded by the EBES system.

C. Late Submissions, Modifications, and Withdrawals of Bids

- (1) Any bid received by the EBES system after the designated time specified for receipt in the invitation will not be considered.
- (2) Notwithstanding paragraph C(1) above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) Notwithstanding paragraph A(1) above, a bid may be withdrawn in person by a offeror or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

D. Delivery Basis

- (1) Offer prices will be quoted and delivery will be either , f.a.s. vessel, intermodal plant, or intermodal bridge as specified in the contract.
- (2) Contractors must deliver the commodity according to the following:
 - (a) Contracts for f.a.s. vessel must be delivered in accordance with Article 56 of USDA 1.
 - (b) Contracts for intermodal plant must be delivered f.o.b. conveyance. Contractors are responsible for obtaining the transportation conveyance and loading the cargo. Steamship lines are responsible for transportation costs to the U.S. port and all charges incurred to load vessel.
 - (c) For intermodal bridge contracts, contractors are responsible for loading cargo and paying for transportation costs to a specific location at the designated U.S. point, named by the steamship line. Contractors are to contact the notify party indicated on the Notice to Deliver and/or the steamship line to obtain the exact location for delivery. Steamship lines are responsible for transportation expenses incurred (if any) to move the transportation conveyance to a U.S. port, unloading the conveyance (including container stuffing charges, where applicable), and all charges incurred to load the vessel.

4. ACCEPTANCE OF OFFERS

- A. CCC will notify successful offerors on the date specified in the invitation. The date of acceptance by CCC will be the contract date.
- B. In addition to the price, factors considered in accepting offers will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. CCC may accept or reject any or all offers, or portions thereof.

5. PROVISIONS OF CONTRACT

- A. The contract consists of:
 - (1) Contractor's offer.
 - (2) CCC's acceptance.
 - (3) The applicable invitation.
 - (4) This announcement, including Appendixes 1, 2, and 3.
 - (5) TQSA Supplier Guidelines.
 - (6) USDA-1, except Articles 6, 7, 50, and all of Part E.
- B. If the provisions of USDA-1, TQSA Supplier Guidelines, and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, TQSA Supplier Guidelines, this announcement, and the invitation are not consistent, those of the invitation will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer.

6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

- A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:

Commodity	NAICS Code	Size Standard (Employees)
Vegetable Oil	311225	1,000

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- C. The U.S. Small Business Administration (SBA) has implemented the Procurement Marketing and Access Network (PRO-Net), which has replaced the former Procurement Automated Source System (PASS). PRO-Net is a procurement related Internet-based electronic search engine for locating small, small disadvantaged, and women-owned small business sources. The PRO-Net Internet address (URL) is (<http://pro-net.sba.gov>). Companies that do not have access to the Internet may register for PRO-Net through your local SBA Office. The PRO-Net is a free electronic gateway to the Commerce Business Daily, government agency home pages, and other sources of procurement opportunities.

7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
 - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (b) Rescind the contract with respect to which:
 - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
 - a) Exchanging the information covered by such subsections for anything of value; or
 - b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

B. Price or Fee Adjustment for Illegal or Improper Activity

- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
 - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
 - (c) For cost-plus-award-fee contracts:
 - 1) The base fee established in the contract at the time of contract award;
 - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
 - (d) For fixed-price-incentive contracts, the Government may:
 - 1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
 - (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.

- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

- A. The Government suspends or debar contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
 - (1) The name of the subcontractor;
 - (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
 - (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

9. COMMODITY SPECIFICATIONS

A. Domestic Origin

- (1) The product delivered under this announcement must be produced in the United States from commodities produced in the United States.
- (2) For purposes of this section, the following definition applies:

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.
- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1)
- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product delivered to CCC was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Product Quality Specifications

- (1) Vegetable oil delivered under this announcement must meet the requirements of Appendix 3, except those pertaining to preservation, packaging, packing, labeling, marking, and net weights.
- (2) Salient characteristics in Commercial Item Description for Type I soybean oil is amended to delete winterizing as a requirement, and to allow for soybean, and vegetable oils only. All offers for any other type oil will be rejected.
- (3) Vegetable oil delivered under this announcement must be fortified with vitamin A (retinol palmitate) at the rate of 60-75 IU/g. Labeling shall be in accordance with Part 4 of Appendix 2.

- (4) Contractors shall utilize the services of a private, independently owned and operated laboratory capable of performing the vitamin A analysis of the vegetable oil. Independent testing is authorized to certify the level of vitamin A fortification only. When utilizing the services of a private, independently owned and operated laboratory for analysis of vitamin A content the following applies:
- (a) CCC reserves the right to ensure the validity of the independent laboratory's results through random and unannounced comparison tests.
 - (b) Analytical results obtained by the designated laboratory must be submitted to the KCCO Contracting Officer on stationery bearing the laboratory's letterhead.
 - (c) Costs incurred for mailing and analysis of all required (including comparison tests) samples shall be for the account of the contractor.
- (5) Vegetable oil must be processed in accordance with good commercial practices. The delivered oil shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of oil within the commercial marketplace. Delivered oil shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

C. Quality Discounts

If the product to be delivered by the contractor does not meet the quality specifications of Commercial Item Description A-A-20091B but falls within the discounts listed, the commodity may be delivered to CCC; but the purchase price shall be reduced in accordance with the following schedules of discounts for each 100 pounds (net weight) of product delivered:

DISCOUNTS

See Commercial Item Description for Test Procedures

Excess Color			Excess Peroxide Value Meg/Kg.	Excess Free Fatty Acid, Percent
Type I			Type I	Type I
Red	2.1 or 2.2	5 cents	1.1 through 1.3 - 35 cents	.06 or .07 - 10 cents
Yellow	20.1 or 20.2	5 cents		
Red	2.3 or 2.4	10 cents	1.4 through 1.5 - 50 cents	.08 or .09 - 20 cents
Yellow	20.3 or 20.4	10 cents		
Red	2.5 or 2.6	15 cents		.10 or .11 - 30 cents
Yellow	20.5 or 20.6	15 cents		

- D. Subject to the provisions of Articles 60 and 68 of USDA-1, commodity which deviates from the specifications of this contract shall be rejected.

10. QUALITY ASSURANCE

- A. The contractor must perform the product testing and quality analysis to ensure that the product meets the specifications described in 9.B. The results must be evidenced by a Certificate of Analysis. The contractor must retain the certificates of analysis and furnish to CCC upon request. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements.
- B. Contractor must not ship the product unless the containers and markings meet the Acceptable Quality Level (AQL) of the "U.S. Standards for Condition of Food Containers." Except with respect to shipments which do not meet the AQL Standards, and notwithstanding Article 56(b) of USDA-1, contractor assumes all risks and liabilities which arise with respect to the failure of the shipped product to meet contract specifications.

PACK SIZE (LITERS)	NET WEIGHT		UNDER-FILL LIMIT	
	KILOGRAMS	POUNDS	KILOGRAMS	POUNDS
4	3.7	8.1	3.6	7.9
20	18.5	40.7	18.2	40.1
208	194.5	429.0	193.0	425.0
208 NITROGEN SPARGED	193.0	425.0	191.0	420.0

- C. No individual container shall weigh less than the under-fill limit. Lots found to have any containers weighing less than the under-fill limit will be rejected.
- D. If there is a shortage of more than one-half pound per 208 liter drum between the commodity inspection certificate weight and the weight per drum specified in the invitation, the purchase price shall be discounted by the difference between required and actual net weights multiplied by \$0.15.
- E. If the product fails to meet contract specifications on one or more factors on the first inspection, the contractor may arrange for subsequent inspections of the commodity. The inspections may be conducted at origin or a subsequent point of delivery if the provisions of Title 7 CFR 68.44 through 68.63 issued under the Agricultural Marketing Act of 1946, as amended, with respect to retest, appeal, and new inspections can be met. When subsequent inspections of the product are made, the results of the last inspection will be used as the basis for payment under the contract.

- F. TQSA program is a method of contractor verification and shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.
- G. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, contracting officer may terminate contract for default.

11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to CCC on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
 - (1) The Notify Party shown on the KC-269, "Notice to Deliver" (N/D), must be contacted prior to shipment.
 - (2) The contractor must submit form KC-366, Shipment Information Log, for each N/D, annotating on the form when the shipment is complete for each N/D. The KC-366 is to be faxed as early as possible each Tuesday and Thursday, until shipping is complete, to both the Traffic Management Division, KCCO (facsimile number 816-926-6767) and the Notify Party(s) on the N/D. Contractors must notify the contracting officer in advance if shipments will not be made by the final shipment date under the contract, in accordance with Article 67(a) of USDA-1.

12. LIQUIDATED DAMAGES

- A. Compensation to Contractor for Late Issuance of Notice to Deliver

Liquidated damages for delay in shipment due to late issuance of the N/D will be payable in accordance with Article 65 of USDA-1, and will be at the rate of \$0.10 per 100 pounds (net weight) per day.

- B. Compensation to CCC for Delay in Shipment

Liquidated damages for delay in shipment will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$0.10 per 100 pounds (net weight) per day.

13. INVOICES AND PAYMENT

- A. Invoicing and payment will be handled in accordance with Article 70, USDA-1. Invoices must be mailed to:
- Kansas City Management Office
Financial Operations Division, Payment Certification Branch
Stop Code 8578
P.O. Box 419205
Kansas City, MO 64141-6205
- B. The Debt Collection Improvement Act of 1996 amended 31 U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments must be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like these forms mailed to you, contact Financial Operations Division, Payment Certification Branch.
- C. If product to be delivered by the contractor falls within the quality discount table as outlined under COMMODITY SPECIFICATIONS, a Certificate of Analysis of the analytical results must be submitted with the invoice package, and these factors must be asterisked.

14. INQUIRIES

Inquiries pertaining to USDA-1 and this announcement should be directed to:

Kansas City Commodity Office
Export Operations Division
Stop Code 8738
P.O. Box 419205
Kansas City, MO 64141-6205

George W. Aldaya
Director
Kansas City Commodity Office

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EFFECTIVE: December 1, 2000

APPENDIX 1

Certifications, Representations, and Warranties for EXPORT COMMODITY PROCUREMENTS



APPENDIX 1

Certifications, Representations, and Warranties

These certifications concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under the United States Code, including Title 18, U.S.C., Section 1001 and Title 15, U.S.C., Section 714m.

1. The certifications, representations, and warranties listed in this appendix are required for submission of offers. The Kansas City Commodity Office (KCCO) will retain this appendix on file as the offeror's certifications, representations, and warranties for subsequent invitations for offers under the announcement(s) checked in the table below. By submitting an offer under the announcement(s) checked as applicable by the offeror in the table below, the offeror certifies and warrants that the appendix on file with KCCO contains the current status of the offeror. Offerors are responsible for updating this appendix as may be necessary prior to, or with any applicable offer submission by the offeror.

Export Announcements (Check <input checked="" type="checkbox"/> Applicable Announcements)			
<input type="checkbox"/>	BGGR Bagging CCC-Owned Grain	<input type="checkbox"/>	KCPS Seeds
<input type="checkbox"/>	BO Crude Degummed Soybean Oil & Crude Sunflower Seed Oil	<input type="checkbox"/>	MF Instant Corn-Soya Masa Flour
<input type="checkbox"/>	BWSF Bulgur/Soy-Fortified Bulgur	<input type="checkbox"/>	MR Milled Rice
<input type="checkbox"/>	CO Corn Oil	<input type="checkbox"/>	PBL Dry Edible Peas, Beans & Lentils
<input type="checkbox"/>	CMSF Cornmeal/Soy-Fortified Cornmeal	<input type="checkbox"/>	SFSG Soy-Fortified Sorghum Grits
<input type="checkbox"/>	CSB Corn-Soy Blend	<input type="checkbox"/>	SFSO Sunflower Seed Oil
<input type="checkbox"/>	CSSM Corn-Soya/Instant Corn-Soya Milk	<input type="checkbox"/>	SSFR Seasoned, Soy-Fortified Rice
<input type="checkbox"/>	DVP Dehydrated Vegetable Products	<input type="checkbox"/>	TAL Tallow
<input type="checkbox"/>	EFR Emergency Food Rations	<input type="checkbox"/>	VASP Value Added Soy Products
<input type="checkbox"/>	FF Fresh Fruit	<input type="checkbox"/>	VO Vegetable Oil
<input type="checkbox"/>	FPP Frozen Pork Products	<input type="checkbox"/>	WFSF Wheat Flour/Soy-Fortified Bread Wheat Flour
<input type="checkbox"/>	KC-P-BAGS Bags and Twine	<input type="checkbox"/>	WSB Wheat-Soy Blend
<input type="checkbox"/>	KCBG Purchase of Bagged Grain	<input type="checkbox"/>	WSM Wheat-Soy Milk
<input type="checkbox"/>	KCPG Grains/Milled Rice	<input type="checkbox"/>	

2. Notice of Requirements for Certification of Nonsegregated Facilities

By submitting an offer under the announcement(s) indicated in paragraph 1 of this appendix, the offeror shall be deemed to have agreed to the provisions of the "Certification of Nonsegregated Facilities" in Article 31 of USDA-1.

3. Manufacturer (*Check One*)

Offeror represents and certifies that it is ☐ is not ☐ a manufacturer.

Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

4. Nonmanufacturer (*Check One*)

Offeror represents and certifies it is ☐ is not ☐ a nonmanufacturer.

Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 C.F.R. 121.406.

5. Notice of Total Small Business Set-Aside (Applicable if procurement is a Total Small Business Set Aside)

A. Definition

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in Title 13 CFR 121.

B. General

SET-ASIDE ITEM NUMBERS ARE THOSE IN THE 700-900 SERIES. Offers received from other than a small business for small business set-aside item numbers will not be considered unless CCC is unsuccessful in contracting for those item numbers under set-aside provisions. In that event, CCC may award the set-aside item numbers to other than small businesses.

C. Agreement

A manufacturer or nonmanufacturer submitting an offer in its own name warrants that it will furnish in performing the contract, only small business set-aside end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

6. Small Business Concern Representation (*Check One*)

- A. Offeror represents and certifies as part of its offer that it is ☐ is not ☐ a small business concern as defined in paragraph 5.A. of this appendix.
- B. If offeror is a small business concern, manufacturer or nonmanufacturer, it also represents that all ☐ not all ☐ end items to be furnished must be manufactured or produced by a small business concern in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

7. Small Disadvantaged Business Concern Representation (*Check One*)

Offeror is ☐ is not ☐ a small disadvantaged business concern as defined in Article 45 of USDA-1.

8. Women-Owned Small Business Representation (*Check One*)

Offeror is ☐ is not ☐ a women-owned small business concern as defined in Article 42 of USDA-1.

9. HUBZone Representation (*Check One*)

Offeror is ☐ is not ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

Offeror is ☐ is not ☐ a joint venture that complies with the requirements of 13 CFR part 126, and the representation in the above paragraph of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*) The offeror is responsible for each HUBZone small business concern participating in the joint venture submitting a separate copy of the HUBZone representation.

10. Veteran-owned Small Business Concern Representation (*Check One*)

Offeror is ☐ is not ☐ a veteran-owned small business concern as defined below.

Veteran-owned small business concern means a small business concern:

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

11. Service-disabled Veteran-owned Small Business Concern Representation (*Check One*)

Offeror is ☐ is not ☐ a service-disabled veteran-owned small business concern as defined below.

Service-disabled veteran-owned small business concern means a small business concern:

- (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (3) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101 (16)

12. Contingent Fee Representation (*Check One*)

The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

- A. Has ☐ Has not ☐ employed or retained any person or firm to solicit or obtain this contract;
- B. Has ☐ Has not ☐ paid or agreed to pay to any person or firm employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

13. Clean Air and Water Certification (*Check One*)

Offeror certifies as follows:

- A. Any facility to be used in the performance of this proposed contract is ☐ is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. Offeror must immediately notify the contracting officer, before award, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;
- C. Offeror must include a certification substantially the same as this certification, including this paragraph, in every nonexempt subcontract. (Article 47 of USDA-1 contains the Clean Air and Water Clause.)

14. Affirmative Action Compliance (*Check One*)

Offeror represents that it:

- A. Has ☐ Has not ☐ developed and has ☐ does not have ☐ on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (Title 41 CFR 60-1 and 60-2);
- B. Has ☐ Has not ☐ previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

15. Previous Contracts and Compliance Reports (*Check One*)

Offeror represents that it:

- A. Has ☐ Has not ☐ participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause in Article 41 of USDA-1, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- B. Has ☐ Has not ☐ filed all required compliance reports;
- C. Must obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontract awards.

16. Certificate of Independent Price Determination (*Check A or B*)

- A. ☐ Offeror certifies that the person submitting this bid, as identified in Section 20, is the person in offeror's organization responsible for determining the prices being offered in this bid and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of the "Certificate of Independent Price Determination" in Article 30 of USDA-1;
- B. ☐ Offeror certifies that the person submitting this bid, as identified in Section 20, is an authorized agent for (_____) and does certify that the principal named above has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3); and, as agent, has not personally participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of the "Certificate of Independent Price Determination."

17. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

- A. The definitions and prohibitions contained in the clause "Limitation on Payments to Influence Certain Federal Transactions" in FAR 52.203-12, are hereby incorporated, by reference, in this certification.

- B. The offeror, by submitting its offer, hereby certifies to the best of his or her knowledge and belief that:
- (1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - (2) If any funds, other than federal appropriated funds (including profit or fee received under a covered federal transaction), have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror must complete and submit, with its offer, "Disclosure of Lobbying Activities" (OMB Standard Form LLL), to the contracting officer;
 - (3) The language of this certification must be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Title 31, U.S.C., Section 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

18. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Check All That Apply)

- A. The offeror certifies, to the best of his or her knowledge and belief, that:
- (1) The offeror and/or any of its principals:
 - (a) Are ☐ Are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (b) Have ☐ Have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are ☐ Are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subdivision A(1)(b) of this provision.

- (2) The offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- B. "Principals," for the purpose of this certification means officers, directors, owners, partners, and/or persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- C. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. A certification where any items in paragraph A. of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, certification shall be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The certification in paragraph A. of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

19. Taxpayer Identification

A. Definitions

- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity or an unincorporated entity (e.g., sole proprietorship or partnership).
- (3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns.

B. All offerors are required to submit the information required in paragraphs C. through E. of this section in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

C. Taxpayer Identification Number (TIN)

TIN: _____

☐ TIN has been applied for.

TIN is not required because: _____

D. Corporate Status (*Check One*)

Corporation	
Sole Proprietorship	
Partnership	

E. Common Parent

☐ Offeror is not owned by a common parent as defined in paragraph A.

Common parent name: _____

Common parent TIN: _____

20. The certifications, warranties, and representations as set forth in this appendix to the announcement(s) indicated as applicable in paragraph 1 of this appendix and Part C of USDA-1, are hereby made.

IN WITNESS WHEREOF, the undersigned has executed this offer this _____ day of

_____, _____
(Month) (Year)

NAME OF FIRM

SIGNATURE ¹

TITLE

TYPED NAME

¹

Before signing this Appendix, see Article 6 of USDA-1.

Officer or Employee Responsible for the Offer

Additional Representatives Authorized to Sign Offers	
Signature	Typed Name

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

FAX NO.

EMAIL ADDRESS

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO. 64141-6205

EFFECTIVE: August 17, 2001

APPENDIX 2

Packaging and Marking Specifications

ANNOUNCEMENT VO8

PURCHASE OF VEGETABLE OIL

FOR USE IN EXPORT PROGRAMS



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VEGETABLE OIL

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**APPENDIX 2 TO ANNOUNCEMENT VO8
PURCHASE OF VEGETABLE OIL
FOR USE IN EXPORT PROGRAMS**

Packaging and Marking Specifications

PART 1. BASIC PROVISIONS

1.1 PURPOSE

- A. This Appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments under export food assistance programs.
- B. This Appendix supersedes all previous packaging requirements and specifications outlined in handbooks, announcements, or notices.
- C. Changes to this Appendix will be issued periodically in the form of amendments to the Announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements on a contract-by-contract basis.

1.2 USDA RESPONSIBILITIES

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington, D.C., is responsible for approving the use of all containers and packaging materials.
- B. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

1.3 APPROVAL OF ALTERNATIVE PACKAGING

- A. To request approval of an alternative container or packaging material, commodity suppliers or package manufacturers must submit a written request to DACO, including the construction specification and any supporting evidence of performance such as:
 - (1) Laboratory test data.
 - (2) Reports of field testing.
 - (3) History of successful use in commercial channels.
 - (4) Environmental impact.

- B. The supporting evidence must show that the proposed alternative container or packaging material will perform as well as the container(s) or packaging material(s) currently specified and authorized for use.
- C. The proposed alternative container or packaging material must have an environmental impact equal or less than the container(s) or packaging material(s) currently specified and authorized for use. DACO will evaluate the total life cycle of the proposed alternative container or packaging material and will consider the environmental impact of each stage from manufacture, through its use, to waste management (reuse, recycle, or disposal).
- D. In response to requests, DACO will do one or more of the following:
 - (1) Request that samples of the container or packaging material be sent for evaluation to a package testing laboratory designated by DACO.
 - (2) Require test shipments of filled containers.
 - (3) Deny the use of the container or packaging material.
 - (4) Authorize the use of the container or packaging material, in writing, based on the information submitted, environmental impact evaluation, and/or completion of successful testing. The written authorization must be made available to the applicable inspection agency upon request.

1.4 INQUIRIES

Inquiries concerning these specifications or the approval of alternative containers should be directed to:

USDA/FSA/DACO/PDD
Contract Management Branch
Stop 0551
1400 Independence Avenue SW
Washington, D.C. 20250-0551
ATTN: Packaging

1.5 LIABILITY

In accordance with Article 60 of USDA-1, CCC's contractor will be liable if containers or packaging materials do not meet contract requirements.

1.6 INQUIRIES FOR FEDERAL SPECIFICATIONS AND STANDARDS

For copies of referenced Federal specifications and standards contact:

GSA Federal Supply Service Bureau
Specifications Section (3FBP-W)
470 East L'Enfant Plaza SW, Suite 8100
Washington, DC 20407
Phone: (202) 619-8925

PART 2. GENERAL REQUIREMENTS

2.1 CONTAINERS AND MATERIALS

- A. Unless otherwise specified, all containers and packaging materials must be:
- (1) Constructed as specified in this Appendix and any referenced specifications, or as authorized in writing by DACO.
 - (2) New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
 - (3) Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product.
 - (4) Constructed from the maximum amount of recycled materials practicable without jeopardizing performance or food safety.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:
- USDA/FSA/DACO/PDD
Contract Management Branch
Stop 0551
1400 Independence Avenue SW
Washington, D.C. 20250-0551
ATTN: Packaging
- C. The offeror must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1,B. See Article 76 of USDA-1.
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 3.7 KILOS, is defined as a container designed to hold 3.7 kilograms of product.

2.2 CERTIFICATION OF COMPLIANCE

- A. A Certification of Compliance (C.O.C.) must be provided by the container or packaging material manufacturer for each contract.
- B. The C.O.C. must state that all containers or packaging materials meet the requirements of this Appendix.
- C. The TQSA auditor will determine whether the contractor has obtained a C.O.C. from the appropriate container or packaging material manufacturer.
- D. The C.O.C. must be either printed on each individual container or provided in writing for review by the TQSA auditor. When printed on the container, the C.O.C. must be as small as possible, yet legible.
- E. The C.O.C. must read:

**"THIS CONTAINER IS CONSTRUCTED IN COMPLIANCE WITH DACO
PACKAGING REQUIREMENTS"**

or

**"THIS PACKAGING MATERIAL IS CONSTRUCTED IN COMPLIANCE WITH
DACO PACKAGING REQUIREMENTS"**

- F. The C.O.C. may be printed in either upper or lower case lettering.

PART 3. CONTAINER AND PACKAGING REQUIREMENTS

3.1 4-LITER CYLINDRICAL-STYLE CANS

- A. Cylindrical-style steel cans must be clean, sanitary, and suitable for vegetable oil. The cylindrical-style can must:
 - 1. be sized to accommodate 4 liters of vegetable oil;
 - 2. have a welded side seam and cluster beads located throughout the body;
 - 3. have the ends compound lined and double seamed;
 - 4. have concentric rings embossed at the top and bottom ends; and,
 - 5. have a preformed opening in the center of the top to accommodate a flexible spout.
- B. The steel utilized in the construction of the cylindrical-style cans must:
 - 1. be of a minimum 85-pound basis weight for the body of the can and of a minimum 85-pound basis weight for the top and bottom;
 - 2. be T4 temper throughout;
 - 3. have a minimum #20 electrolytic tin plate coating throughout; and
 - 4. be prime material, single reduced steel.

3.2 FLEXIBLE SPOUT CLOSURES

- A. Cylindrical-style cans must have flexible spout closures.
- B. The body of the closure must be constructed of low density polyethylene and must be designed to press into the preformed opening in the can top to provide a leakproof closure.
- C. The pouring opening of the spout must have threads and must be a minimum of 1/2" in diameter and have an integrally molded diaphragm which must be cut off to pour.
- D. The pouring spout must have a threaded cap made of high density polyethylene, or comparable material, with a bail handle for lifting into pouring position. The spout in pouring position, without cap, must extend a minimum of 1-1/8" above the top of the can.
- E. The top of the can must have a preformed opening which has a downward extruded lip to accept a small size flexible spout closure. The opening must have a minimum diameter of 1.362 inches and a maximum diameter of 1.368 inches.

- F. The spout closure must be preheated to a range between 100 °F and 120 °F immediately prior to insertion into the opening.

3.3 4-LITER PLASTIC CONTAINERS

- A. Plastic containers must be clean, sanitary, and suitable for vegetable oil.
- B. Plastic containers must be square in shape, weigh a minimum of 165 grams, and be sized to accommodate 4 liters of vegetable oil.
- C. Plastic containers must have a 38-40 mm neck finish closed with screw-on caps having inner foil seals. Each inner foil seal must be completely induction sealed to the container opening and must prevent the product from leaking during distribution.
- D. Plastic containers must be light blue in color.
- E. The utilization of plastic containers is limited. Plastic containers must be specified within the purchase Invitation for Bids or authorized in writing by the KCCO Contracting Officer.
- F. Vegetable oil suppliers must obtain written authorization by DACO or the KCCO Contracting Officer prior to utilizing a specific plastic container construction or when any change is to the specific construction is desired by the contractor.

3.4 SHIPPING CONTAINERS FOR CYLINDRICAL-STYLE CANS

- A. Shipping containers must be packed with 6/4-liter cylindrical-style cans.
- B. Shipping containers must be constructed in accordance with Federal Specification PPP-B-636, as amended, Type CF or SF, Class Weather-Resistant, Variety SW, Grade V3c, W5c, or W5s.
- C. Shipping container flaps must be securely closed with hot-melt or other suitable adhesive to prevent lifting of free edges or corners of outer flaps. The flaps must not open during handling and transport operations. Four adhesive stripes a minimum of 2 inches in length must be applied in each inner or outer flap. When opened, the flaps must show evidence of significant fiber tear in the flap area at all adhesive points.
- D. The manufacturers joint must be securely closed with hot-melt or other suitable adhesive to prevent lifting of free edges or corners of outer flaps.
- E. A top-loading regular slotted container or end-loading style shipping container may be utilized.

3.5 SHIPPING CONTAINERS FOR PLASTIC CONTAINERS

- A. 6/4-liter bottles must be packed in a corrugated fiberboard shipping container with a "H" style insert. The shipping container must be a regular slotted container constructed of a minimum 44-pound edge crush test (ECT) corrugated fiberboard. The shipping container must conform to Rule 41, as amended, of the Uniform Freight Classification Rules and Regulations and must be sized to minimize headspace between the top of the bottles and the closed flaps of the shipping container. The insert must be constructed of a minimum 44-pound ECT corrugated fiberboard and the legs must extend 3 inches. The insert must extend to the top of the shipping container.
- B. The shipping containers must be marked to show the maximum safe stacking height. This should be expressed as follows: "Do not stack above ____ tiers per pallet, ____ pallets high." It is the responsibility of the contractor in cooperation with the shipping container and plastic container manufacturer to determine the safe stacking height.

3.6 PERFORMANCE SPECIFICATIONS

A. Cylindrical-Style Cans

Cylindrical-style steel cans must be capable of withstanding the following performance testing. Individual cylindrical-style steel cans must have a minimum average top-to-bottom compression strength load of 1500 lbs. Compression strength shall be determined by ASTM D642-90, "Standard Test Method for Determining Resistance of Shipping Containers, Components and Unit Loads," using a compression testing machine with a swivel platen (provision 5.1.2), and conducted without contents, closures, or shipping containers.

B. Plastic Containers

Plastic containers must meet applicable Department of Transportation (DOT) and United Nations (UN) performance as determined by the Michigan State University (MSU) School of Packaging.

3.7 QUALITY ASSURANCE TESTING - CONTAINERS

Vegetable oil suppliers are responsible for testing of all packing and packaging materials to verify compliance to specifications and DACO requirements, and must establish and maintain documented procedures for all testing. CCC reserves the right to further verify packing and packaging materials at anytime during processing and shipment.

3.8 20-LITER PAILS

- A. 18.5 kilograms (40.7 pounds) of oil must be packed in clean, sanitary, 20 liter round, tight-head pails. The body, top, and bottom must be constructed of 24-gauge steel. The pails must be constructed and certified to meet United Nations standard UN1A1/Y1.4/250, as a minimum.
- B. The pails must be sized in accordance with American National Standards Institute (ANSI), MH2-1997 (6.1), as amended.
- C. The interior of the pails must be coated with a rust inhibitor which meets FDA guidelines for safe contact with vegetable oil.
- D. A collapsible handle must be fixed to the top of the pail for ease in handling.
- E. The pails must be fitted with a crimp-on, flexible pour spout constructed in accordance with paragraph 3.1.4.9.3 of Federal Specification PPP-P-704, as amended.

3.9 208-LITER DRUMS

- A. 194.5 kilograms (429 pounds) of vegetable oil must be packed in new, sanitary, tight-head, steel drums.
- B. The drums must be constructed of a minimum 1.09 mm thick steel throughout (heads, bodies, and ends) and certified to meet United Nations standard UN1A1/Y1.8/300, as a minimum.
- C. The drums must be constructed in accordance with specification ANSI, MH2-1997, as amended.
 - (1) Drums with double seamed chimes must be constructed in accordance with Section 3.1 of the specification.
 - (2) Drums with triple seamed chimes must be constructed in accordance with Section 3.6 of the specification.
- D. The drums must have steel fittings and cap seals.
- E. The interior of the drums must be coated with a rust inhibitor which meets FDA guidelines for safe contact with vegetable oil.

PART 4. MARKING REQUIREMENTS

4.1 4-LITER CYLINDRICAL-STYLE CANS (EXHIBIT A)

- A. The 4-liter cans must be marked in the color as specified in the enclosed exhibits. The natural background of the tin-plated can must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the can, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the can. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 2-3/8 inches high, and 4-7/8 inches in total width.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2 inches high and 1-1/2 inches in width.
- E. "REFINED VEGETABLE OIL", "VITAMIN A FORTIFIED", must be 7/16 inch print and "NOT TO BE SOLD OR EXCHANGED" must be 1/4 to 7/16 inch print. When specified in the invitation insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".
- F. "4 LITERS - 3.7 kg" must be 1/4 inch print.
- G. The stripes must be each 7/16 inches high, must extend around the pail.
- H. The applicable contract number must be printed on each can.

4.2 SPECIAL MARKINGS FOR MONETIZATION PROGRAMS—(WHITE BAND)

In order to make all product easily identifiable throughout the production and delivery process, all vegetable oil destined for use in export monetization program shall have the following special markings:

- E. 4-liter Cylindrical-Style Cans and 20-liter pails
 - (1) 4-liter cylindrical-style cans and 20-liter pails used for monetization programs will be printed with a white band. The band must be printed in the same location as the USA logo and the 3 red bands, as identified in Exhibits A and G of the enclosed exhibits.

- (2) The white band will be a minimum of 2 inches in height on the 4-liter cylindrical-style cans and 3 inches in height on the 20-liter pails and must extend around the container.
- (3) All other required markings on the 4-liter cylindrical-style cans and 20-liter pails shall be printed in blue.
- (4) At not time will the white band and the phrase “NOT TO BE SOLD OR EXCHANGED” appear on the same can
- (5) All monetized products will be designated as “white band” on all commodity invitations, announcements, requests and purchase documents.

B. Fiberboard Shipping Container

- (1) A 3-inch solid white band must be printed on all 4 side panels of all fiberboard containers used for 4-liter vegetable oil procured for monetization programs. The band must extend completely around the container to the extent that the box type/style will permit.
- (2) The 3-inch band must be printed in the same location as the USA logo and the 3 red bands as identified in Exhibit C of the enclosed exhibits.
- (3) All other required markings shall be printed in blue.
- (4) At no time will the white band and the phrase, “NOT TO BE SOLD OR EXCHANGED” appear on the same shipping container.

4.3 4-LITER PLASTIC CONTAINERS (EXHIBIT B)

- A. The 4-liter plastic containers must be marked in the color as specified in the enclosed exhibit. Pressure-sensitive are acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the plastic container, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. Unless otherwise specified, all characters must be in normal block print.
- C. The size of graphics and marking are shown in the enclosed exhibit as actual sizes.

4.4 SHIPPING CONTAINERS FOR ALL 4-LITER CONTAINERS (EXHIBITS C, D, E, AND F) (Excluding Monetized Programs)

- A. The corrugated fiberboard shipping containers must be marked in the color as specified in the enclosed exhibits. The natural background of the brown corrugated box must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the box, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the box. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 3 inches high, and 6 inches in total width. The stripes must be each 5/8 inches high, must begin 1/4 inch from the letters USA and extend to 1/2 inch from the edge of the box panel.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 1-1/3 inches high and 1 inch in width.
- E. "REFINED VEGETABLE OIL", and "VITAMIN A FORTIFIED", must be 5/8 inch print. "NOT TO BE SOLD OR EXCHANGED" must be 5/16 inch print. "6 CANS OR 4 LITERS EACH, CONTRACT NO., NET WEIGHT: 22.0 kg, GROSS WEIGHT: ____ kg, and CUBIC METERS: ____" must be 1/4 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".
- F. "THIS END UP" must be 3/16 inch print and the arrow must be 1/2 inches high.
- G. The markings shown in Exhibit H are required for cylindrical-style cans only.

4.5 20-LITER PAILS (EXHIBITS G AND H) (Excluding Monetized Programs)

- A. The 20-liter pails must be marked in the color as specified in the enclosed exhibits. The color of the pail must be light blue. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the pail, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the pail. Unless otherwise specified, all characters must be in normal block print.

- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 3-1/2 inches high, and 7 inches in total width. The stripes must be each 11/16 inches high, must begin 1/2 inch from the letters USA and extend around the pail.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2-5/8 inches high and 1-7/8 inches in width.
- E. "REFINED VEGETABLE OIL", "VITAMIN A FORTIFIED", and "NOT TO BE SOLD OR EXCHANGED" must be 3/4 inch print. "20 LITERS, NET WEIGHT: 18.5 kg, GROSS WEIGHT: 20.5 kg, and CUBIC METERS: 0.03027" must be 3/8 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".
- F. The contract no. must be placed on the top of the pail or on the back panel of the pail.

4.6 208-LITER DRUMS (EXHIBIT I)

- A. The 208-liter drums must be marked in the color as specified in the enclosed exhibits. The color of the drum must be light blue. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the drum, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable. All markings must be legible and of sufficient size to stand out prominently.
- B. All dimensions are approximate and may be adjusted to fit on each panel. All printing must be in indelible ink. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 6 inches high, and 12 inches in total width. The stripes must be each 1-1/8 inches high, must extend around the drum as far as possible.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 3 inches high and 2-1/8 inches in width.
- E. "REFINED VEGETABLE OIL", and "VITAMIN A FORTIFIED", must be 2 inch print and "NOT TO BE SOLD OR EXCHANGED" must be 1-1/2 inch print. "CONTRACT NO., NET WEIGHT: 194.5 kg, GROSS WEIGHT: 214 kg, and CUBIC METERS:" must be 1 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".

4.7 LOT CODES

Lot codes unique to each lot offered for inspection must be legibly marked on each individual primary container and shipping container. Commodity suppliers may use any type of lot coding system provided a unique code is used to identify each lot offered for inspection under a CCC contract. Commodity suppliers must provide the KCCO Contracting Officer with an explanation of the lot coding system utilized.

4.8 ADDITIONAL/SPECIAL MARKINGS

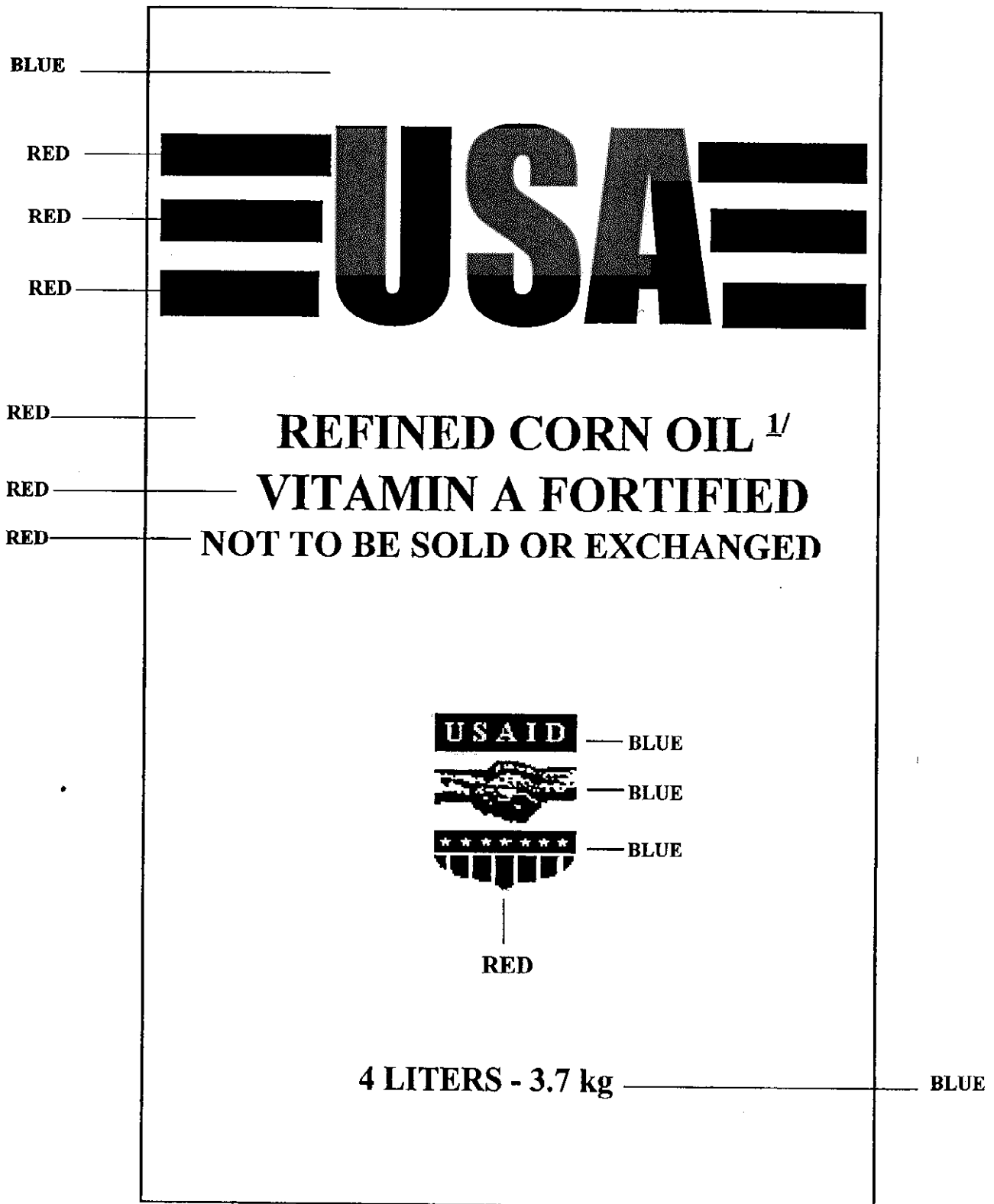
The Kansas City Commodity Office will furnish any additional or special markings within two business days after the date of the contract. The procurement of containers should be deferred for at least two business days after the date of the contract.

4.9 CERTIFICATION OF COMPLIANCE

A Certification of Compliance (C.O.C.) may be printed on each individual container. When printed on the container, the C.O.C. must be applied in accordance with Paragraph 2.2 of this Appendix.

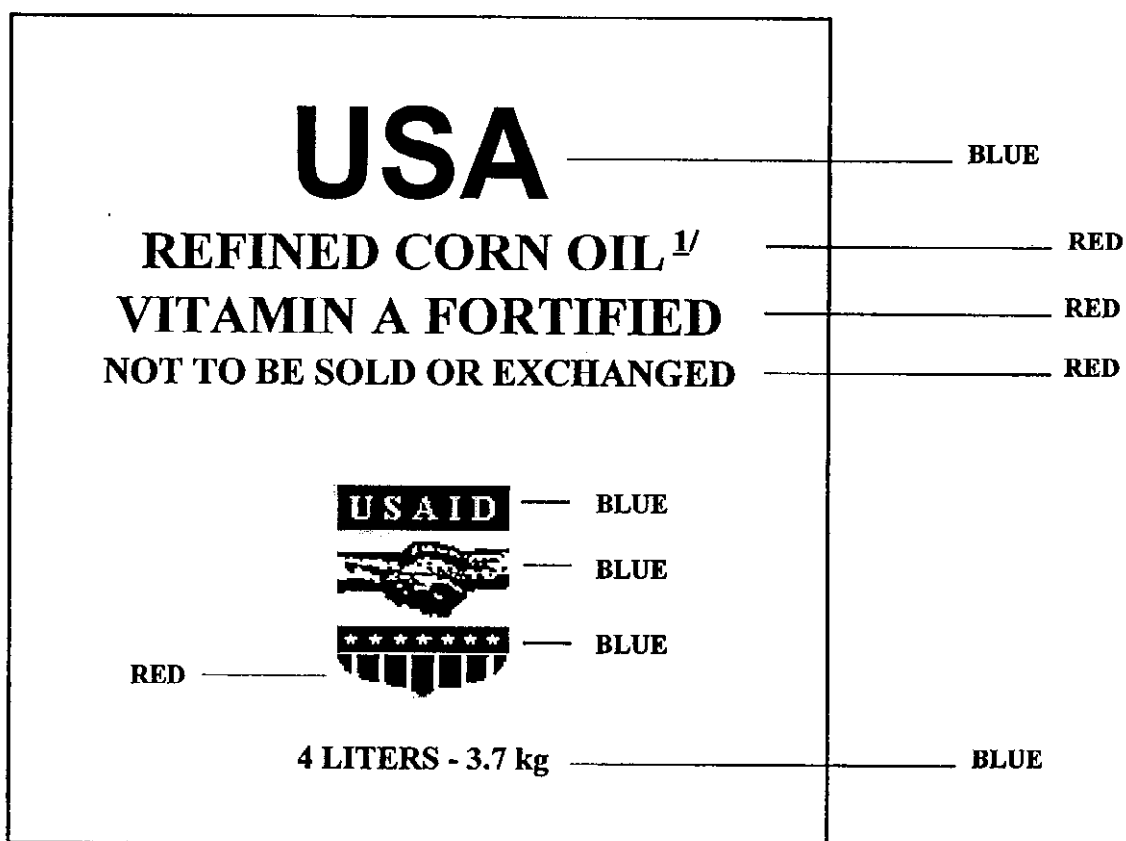
4.10 CONTAINERS WITH INCORRECT MARKINGS

- A. Containers displaying incorrect markings may be used provided that the incorrect markings are obliterated and correct markings are applied in a permanent manner.
- B. The contractor must take necessary action, in accordance with USDA-1, Article 62, to prevent the appearance in commercial or other channels of containers and container materials bearing markings required under the contract, including those held by the contractor or others, e.g., overruns.



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

PLASTIC CONTAINER
(GRAPHIC IS ACTUAL SIZE)



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.


2 OPPOSITE SIDES

BLUE	↑	THIS END — BLUE UP	BLUE — ↑	BLUE — THIS END UP
RED				
RED				
RED				
RED				
RED				
RED				
BLUE				


USA

REFINED CORN OIL ^{1/}


VITAMIN A FORTIFIED



— BLUE



— BLUE



— BLUE

6 CANS OF 4 LITERS EACH

CONTRACT NO. — BLUE

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

SIDE

↑ — BLUE — THIS END — BLUE —

UP

RED —

RED —

RED —

RED —

RED —

RED —

BLUE —

USA

REFINED CORN OIL ^{1/}

VITAMIN A FORTIFIED

NOT TO BE SOLD OR EXCHANGED

BLUE — THIS END — BLUE —

UP

RED —

RED —

RED —


RED —

RED —

RED —


BLUE —

USAID — BLUE



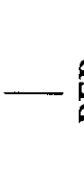
— BLUE

— BLUE



— BLUE

— BLUE



— BLUE

RED

NET WEIGHT: 22.0 kg

GROSS WEIGHT: — kg — BLUE

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.
Appendix 2, VO7

↑ — BLUE — THIS END UP

RED —

RED —

RED —

RED —

RED —

RED —

BLUE — CUBIC METERS: —

USA

REFINED CORN OIL ^{1/}

VITAMIN A FORTIFIED

NOT TO BE SOLD OR EXCHANGED

BLUE — THIS END UP

BLUE —

BLUE —

BLUE —

RED —

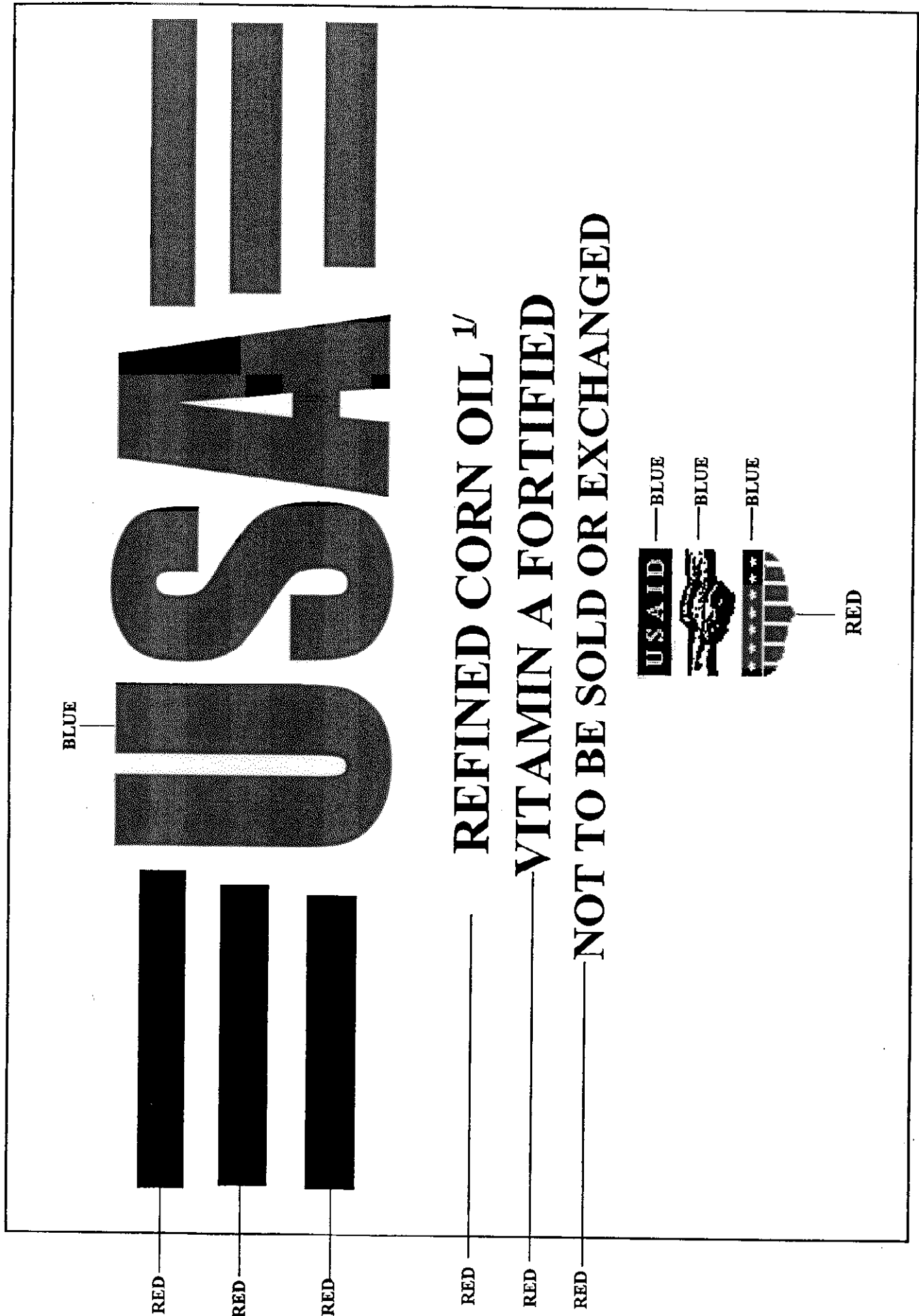
USAID — BLUE

USAID — BLUE

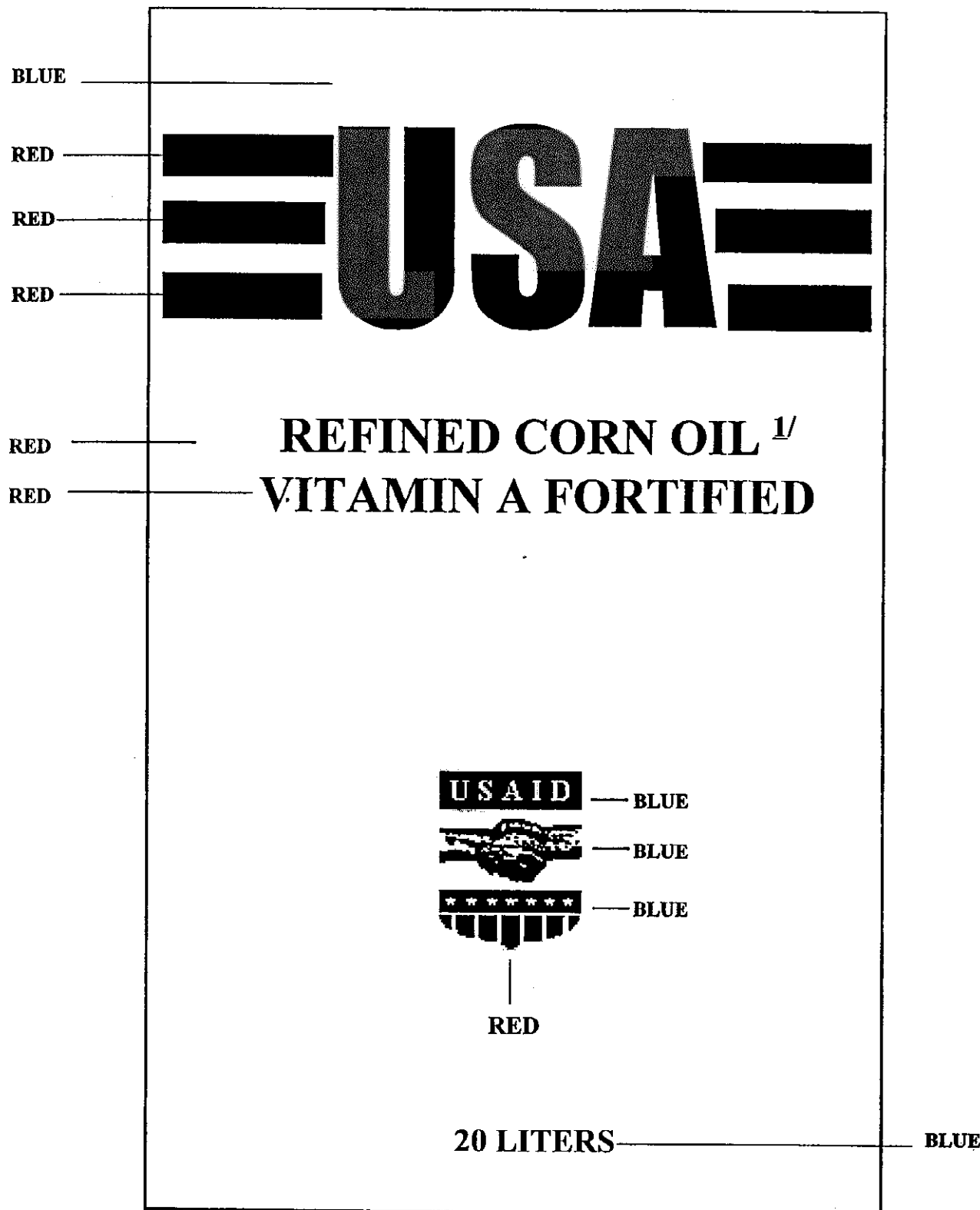
USAID — BLUE

RED

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.
Appendix 2, VO7



1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.
Appendix 2, VO7



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

BACK

EXHIBIT H

BLUE

RED

RED

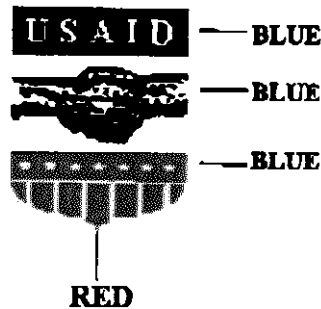
RED

RED

RED


USA

**NOT TO BE SOLD
OR EXCHANGED**



**NET WEIGHT: 18.5 kg
GROSS WEIGHT: 20.5 kg
CUBIC METERS: 0.03027**

BLUE

BLUE			
BLUE	=====	USA	=====
BLUE	=====		=====
BLUE	=====		=====
	REFINED CORN OIL ^{1/} VITAMIN A FORTIFIED		RED
	NOT TO BE SOLD OR EXCHANGED		RED
			Entire Logo BLUE
BLUE	CONTRACT NO. NET WEIGHT: 194.5 kg	CUBIC METERS: GROSS WEIGHT: 214 kg	BLUE

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO 64141-6205

APPENDIX 3

Commercial Item Description Salad Oils, (Vegetable)

ANNOUNCEMENT VO8

A-A-20091B dated April 21, 1997



INCH-POUND

A-A-20091B

April 21, 1997

SUPERSEDING

A-A-20091A

September 3, 1986

COMMERCIAL ITEM DESCRIPTION

SALAD OILS, VEGETABLE

**The U.S. Department of Agriculture has authorized
the use of this Commercial Item Description.**

1. SCOPE.

1.1 This Commercial Item Description (CID) covers the following vegetable salad oils, packed in commercially acceptable containers, suitable for use by the Federal Government.

2. CLASSIFICATION.

2.1 The vegetable salad oils shall conform to the types in the following list which shall be specified in the solicitation, contract, or purchase order.

Types.

Type I - Canola (rapeseed), corn, cottonseed, olive (refined), peanut, safflower, soybean, sesame, sunflower, or any other vegetable oils or combinations of these oils

Type II - Corn oil, cottonseed oil, or combination

Type III - Soybean oil

Beneficial comments, recommendations, additions, deletions, clarifications, etc., and any data which may improve this document should be sent to: Commander, Defense Personnel Support Center, 2800 South 20th Street, ATTN: DPSC-HSL, Philadelphia, PA 19145-5099 or FAX (215) 737-2963.

FSC 8945

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

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3. SALIENT CHARACTERISTICS.

3.1 Type I: Type I vegetable salad oil shall be refined, bleached, winterized, and deodorized canola (rapeseed or low erucic acid rapeseed), corn, cottonseed, olive (refined), peanut, safflower, soybean, sesame, sunflower, or any other vegetable oil or combination of these oils, provided they are processed in accordance with good commercial practices.

3.2 Type II: Type II vegetable salad oil shall be either refined, bleached, winterized, and deodorized corn oil; refined, bleached, winterized, and deodorized cottonseed oil; or a combination of both.

3.3 Type III: Type III vegetable salad oil shall be refined, bleached, partially hydrogenated, winterized, and deodorized soybean oil.

3.4 Type I, Type II, and Type III: Type I, II, and III vegetable salad oils shall be clear and brilliant when held at 70° to 85°F (21.1° to 29.4°C). The oil shall be free from sediment, such as metal, wood, dirt, glass, paint, insects, insect parts, or any other foreign material. The vegetable salad oils shall have a bland odor and flavor and shall be free from beany, rancid, painty, musty, metallic, fishy, putrid, or any other undesirable odor and/or flavor. The vegetable salad oil shall have a light viscosity and shall not have a heavy oily mouth feel. Heavy metal scavengers, antifoaming agents, and antioxidants can be added provided levels of use are in accordance with appropriate Food and Drug Administration regulations.

3.5 Analytical requirements: The finished vegetable salad oils shall conform to the analytical requirements as specified in Table I. Analyses shall be made in accordance with Methods of the American Oil Chemists' Society (AOCS).

TABLE I. Analytical data

Requirements	Types		
	I	II	III
Free fatty acids as oleic, (percent) by weight, maximum <u>1</u> / <u>2</u> /	0.05	0.05	0.05
Peroxide value (PV) (meq/kg), maximum <u>1</u> /	1.0	1.0	1.0
Color (Lovibond), maximum	2 red 20 yellow	4 red 35 yellow	2 red 20 yellow

TABLE I. Analytical data (Continued)

Requirements	Types		
	I	II	III
Stability, Active Oxygen Method (AOM) minimum <u>1</u> /	12 hours	15 hours	20 hours
Linolenic acid (percent by weight), maximum <u>3</u> /	-	1.5	3.5
Iodine value	-	-	105 - 120
Insoluble impurities, maximum	None	None	None
AOCS Cold Test (5.5 hours minimum)	Pass <u>4</u> /	Pass	Pass
Moisture and volatile matter (percent by weight), maximum	0.06	0.06	0.06

1/ Determination shall be made within seven days after packaging. Samples submitted for testing shall be in a completely filled container.

2/ Maximum of 0.06 percent free fatty acid will be acceptable if propyl gallate is added as an antioxidant.

3/ Determined by gas chromatography of methyl esters of fatty acids.

4/ Cold test is not required for peanut oil or soybean oils.

4. REGULATORY REQUIREMENTS.

4.1 The delivered vegetable salad oils shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of the vegetable salad oils within the commercial marketplace. Delivered vegetable salad oils shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

5. QUALITY ASSURANCE PROVISIONS.

5.1 Product conformance. The vegetable salad oils provided shall meet the salient characteristics of this CID, conform to the producer's own specifications, standards, and quality assurance

A-A-20091B

practices, and be the same vegetable salad oils offered for sale in the commercial market. The Government reserves the right to require proof of such conformance.

5.2 Quality assurance. When required in the solicitation, contract, or purchase order, the Federal Grain Inspection Service (FGIS), U.S. Department of Agriculture, shall determine the quality assurance of the vegetable salad oils according to FGIS procedures. The vegetable salad oils shall be examined or analyzed as applicable in accordance with applicable provisions in this CID, solicitation, contract, or purchase order, and, when applicable, the United States Standards for Condition of Food Containers currently in effect on the date of the solicitation.

5.3 Net weight. When required in the solicitation, contract, or purchase order, the net weights and allowable individual unit variations shall be as specified in Table II.

TABLE II. Net weights

	Net weights	Allowable unit variation
1 quart	1 pound, 14½ ounces	- 1½ ounces
1 gallon	7 pounds, 10½ ounces	- 2½ ounces

6. PACKAGING.

6.1 Preservation, packaging, packing, labeling, and case marking. Preservation, packaging, packing, labeling, and case marking shall be as specified in the solicitation, contract, or purchase order.

7. NOTES.

7.1 Purchasers shall specify:

- Type(s) of vegetable salad oils required.

7.2 Sources of documents.

7.2.1 Source of information for nongovernmental document is as follows:

Copies of the Methods of the American Oil Chemists' Society may be obtained from: **American Oil Chemists' Society, P.O. Box 3489, 1608 Broadmoor Drive, Champaign, IL 61826-3489.**

7.2.2 Sources of information for governmental documents are as follows:

Applicable provisions of the Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199. This document may be purchased from: **Superintendent of Documents, ATTN: New Orders, P.O. Box 371954, Pittsburgh, PA 15250-7954.** Credit card (MasterCard or Visa) purchases may be made by calling the Superintendent of Documents on (202) 512-1800.

Copies of the United States Standards for Condition of Food Containers are available from: **Chairperson, Condition of Container Committee, STOP 0243, 1400 Independence Avenue, SW, Washington, DC 20250-0243.**

Civil agencies and other interested parties may obtain copies of this CID from: **General Services Administration, Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407.**

Military activities should submit requests for copies of this CID to: **Standardization Documents Order Desk, Defense Automation Printing Service, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.**

MILITARY INTERESTS:

Custodians

Army - GL
Navy - SA
Air Force - 35

Review Activities

Army - MD, QM
Navy - MC

CIVIL AGENCY COORDINATING ACTIVITIES:

DOJ - BOP
HHS - NIH, IHS
USDA - FV
VA - OSS

PREPARING ACTIVITY:

DLA - SS
(Project No. 8945-P016)